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NORTH CAROLINA

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ONSLow COUNTY

AMENDMENT TO DECLARATION OF CONDITIONS, RESERVATIONS AND RESTRICTIONS OF OCEAN RIDGE VILLAGE I, II AND III

For Variance or Amendment, etc refer to bk 1165 pg. 645 2-24-94 MMT

THIS AMENDMENT to the Declaration of Conditions, Reservations and Restrictions of Ocean Ridge Village I, II and III (hereinafter collectively called the "Declaration(s)"), as recorded in the Office of the Register of Deeds of Onslow County in Book 853, Page 909 (as to Ocean Ridge Village I), Book 857, Page 542 (as to Ocean Ridge Village II), Book 919, Page 626 (as to Ocean Ridge Village III);

W I T N E S S E T H:

WHEREAS, the above-referenced Declarations were promulgated to insure development of the various phases of Ocean Ridge Village in an orderly manner for the benefit of all owners of property therein; and

WHEREAS, three separate homeowners associations were proposed in order to administer and enforce said Declarations; and

WHEREAS, the undersigned, representing not less than 90% of the owners of lots in each phase of Ocean Ridge Village, now desire to combine the various phases of Ocean Ridge Village and the homeowners associations relative to each phase, in order to serve the needs of the lot owners better and to administer and enforce the purposes of the Declarations more efficiently.

NOW, THEREFORE, in accordance with Article XVII of each of the aforesaid Declarations, the following Amendment is hereby promulgated:

1. Articles I through XX, inclusive, of each of the aforesaid Declarations are hereby deleted, and replaced in their entirety by the following Articles, which shall apply to and run with the land and shall be binding on all parties having or acquiring any right, title or interest in and to the property described as follows:

- a. Being all of lots 1 through 32 and all common areas as shown on that plat entitled "Ocean Ridge Village I", prepared by Cowan and Jones, P.A., recorded in Map Book 25, Page 214, Slide E-2, Onslow County Registry.
- b. Being all of lots 1 through 24 and all common areas as shown on that plat entitled "Ocean Ridge Village II", prepared by Cowan and Jones, P.A., recorded in Map Book 25, Page 41, Slide D-229, Onslow County Registry, (revised and superceded by a plat to be recorded in the Onslow County Registry).

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- c. Being all of lots 1 through 32 and all common areas as shown on that plat entitled "Ocean Ridge Village III", prepared by Cowan and Jones, P.A., recorded in Map Book 26, Page 52, Slide E-80, Onslow County Registry.

ARTICLE I

DEFINITIONS

As used herein,

- A. "Articles" means the Articles of Incorporation of Ocean Ridge Village Homeowners Association, Inc.
- B. "Association" means Ocean Ridge Village Homeowners Association, Inc., a North Carolina non-profit corporation. The "Board of Directors" or "Board" shall be the elected body governing the Association and managing the affairs of the association
- C. "By-laws" means the Bylaws of Ocean Ridge Village Homeowners Association, Inc.
- D. "Common Use Areas" means all real and personal property, including those areas within dedicated portions of the Subdivision, which may be deeded to or acquired by the Association for the common enjoyment of the members of the Association.
- E. "Common Expenses" means and includes actual and estimated expenses of maintaining and operating the Common Use Areas and operating the Association for general purposes, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board of Directors pursuant to this Declaration, the Bylaws and the Articles of Incorporation of the Association.
- F. "Dedication" means the act of committing a portion of the Subdivision to the purposes of the Declaration.
- G. "Developer" means P. Roger Page, Jr. and M. F. Bostic, their heirs, successors or assigns.
- H. "Lot" means a separately numbered tract of land lying within the Subdivision.
- I. "Subdivision" means Ocean Ridge Village I, II and III.

ARTICLE II

APPLICABILITY

- A. This Declaration shall apply to all subdivided numbered Lots shown on the aforesaid plats.

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ARTICLE III

A. An Association named OCEAN RIDGE VILLAGE HOMEOWNERS ASSOCIATION, INC., has been or will be formed pursuant to the rules and requirements of the Non-profit Corporation Act (Chapter 55A) of the General Statutes of North Carolina as an association of the Owners of Lots. Its purposes are to own, manage, maintain, and operate the Common Use Areas; to enforce the restrictions contained herein; and to make and enforce rules and regulations governing the Owners' use and occupation of Lots.

B. Each Owner of each Lot within the Subdivision shall be a member of the Association. The Declarant, by this Declaration, and the Owners of individual Lots by their acceptance of individual deeds thereto, covenant and agree with respect to the Association:

1. That for so long as each is an Owner of a Lot within the Subdivision, each will perform all acts necessary to remain in good and current standing as a member of the Association;

2. That each shall be subject to the rules and regulations of the Association with regard to ownership of a Lot; and

3. That any unpaid assessment, whether general or special, levied by the Association in accordance with this Declaration, the Articles or the Bylaws shall be a lien upon the Lot upon which such assessment was levied, and shall be the personal obligation of the Owner of the Lot at the time the assessment fell due.

C. Each membership in the Association shall relate to and have a unity of interest with an individual Lot which may not be separated from ownership of said Lot.

D. The Association shall have one class of members who shall be all Lot Owners. Each member shall be entitled to one vote for each Lot owned; provided, however, when more than one person holds an interest in any Lot, all such persons shall be members and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote nor any fraction of a vote be cast with respect to any Lot.

ARTICLE IV

MANAGEMENT AND ADMINISTRATION

The management and administration of the affairs of the Common Use Areas of the Subdivision shall be the sole right and responsibility of the

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Association. The management shall be carried out in accordance with the terms and conditions of this Declaration, the Articles and the Bylaws of the Association, but may be delegated or contracted to managers or management services.

ARTICLE V

COMMON EXPENSES

The Common Expenses of the Subdivision include:

A. All amounts expended by the Association in operating, administering, managing, repairing, replacing, protecting and improving the Common Use Areas of the Subdivision; all amounts expended by the Association in insuring the Common Use Areas in the Subdivision; all amounts expended by the Association in legal, engineering, or architectural fees; all similar fees which may be incurred by the Association from time to time in performing the functions delegated to the Association by this Declaration; and all amounts expended in any form by the Association in enforcing this Declaration, the Articles or the Bylaws.

B. All amounts expended by the Association in carrying out any duty or discretion as may be required or allowed by this Declaration, the Articles or the Bylaws.

C. All amounts declared to be Common Expenses in the Bylaws or in this Declaration.

D. All taxes and special assessments which may be levied from time to time by any governmental authority upon the Common Use Areas in the Subdivision.

ARTICLE VI

ANNUAL GENERAL ASSESSMENT

A. The Declarant, for each Lot owned, hereby covenants and each Owner of any Lot by acceptance of a deed for same (whether or not it shall be so-expressed in such deed) is deemed to covenant and agrees to pay to the Association annual general assessments or charges as hereinafter provided. The annual general assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge and lien on the land and, subject to the provisions of Paragraph F of this Article, shall be a continuing lien upon the property against which each such assessment is made. Furthermore, each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of the Lot at

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the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to a successor in title to a Lot unless expressly assumed by them but, subject to the provisions of this Declaration, delinquent assessments shall continue to be a lien upon such Lot.

B. Until January 1, 1990, the maximum annual general assessment shall not exceed Seven Hundred Twenty (\$720.00) Dollars per Lot for the first assessment year.

1. Thereafter, the maximum annual general assessment may be increased each year up to ten percent (10%) above the assessment for the previous year by the Board of Directors without any vote of the membership.

2. The maximum annual general assessment may be increased by an amount greater than ten percent (10%) of the assessment for the previous year provided the proposed increase is approved by a vote of two thirds (2/3) of the members who are voting in person or by a proxy at a meeting duly called for this purpose.

3. Once the annual general assessment has been set, notice of the annual general assessment shall be given to all members. After the initial notice of the assessment, the assessment shall become due and payable as provided by the Board of Directors.

4. No assessment shall be made against lots owned by the Declarant unless a completed dwelling is situated thereon.

C. Written notice of any meeting called for the purpose of taking any action authorized under Paragraph B(2) above shall be sent to all members not less than thirty (30) days, nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

D. The annual general assessment levied by the Association shall be used exclusively to improve, maintain and repair the Common Use Areas, to pay the expenses of the Association, to pay the cost of lighting the Common Use Areas, to pay the cost of any insurance the Association determines to purchase, to promote the recreation, health, safety and welfare of the members, and to pay taxes, if any, levied upon the Common Use Areas.

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E. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

F. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of a first mortgage or any proceeding in lieu therefor, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VII

SPECIAL ASSESSMENTS

A. Special assessments may be levied against Lots for such reasons as are provided in this Declaration, the Articles or the Bylaws and on such terms as provided by the Board of Directors or the members. Either the Board of Directors or the members may Levy and impose special assessments upon a majority vote. The purposes for which special assessments may be levied include, but are not limited to, providing funds to pay Common Expenses which exceed the general assessment fund then on hand to pay same, and providing a contingency fund for capital improvements and extraordinary expenses. Furthermore, special assessments may be assessed specific Lots, as provided herein. In the event the Owner of a Lot fails to comply with the provisions of Article XIII hereof, the Association may perform such task or remedy such matter and levy the cost of such performance against the Owner of such Lot and against such Lot as a special assessment.

B. Each lot shall be subject to an initial special assessment for capital improvements for the pool, club house and parking area appurtenant thereto, boardwalks, landscaping and utilities in an amount not to exceed \$6,000.00 per lot, which shall be due at the closing of the sale of each said lot. Such assessment shall not be levied against any unsold lot owned by the Declarant unless a dwelling has been constructed thereon.

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ARTICLE VIII

LIEN FOR ASSESSMENTS

Any general or special assessment, if not paid within thirty (30) days after the date such assessment is due, together with interest at the rate of ten percent (10%) per annum, costs of collection, court costs, and reasonable attorneys' fees, shall constitute a lien against the Lot upon which such assessment is levied. The Association may record notice of the same in the Office of the Clerk of Superior Court of Onslow County or file a suit to collect such delinquent assessments and charges. The Association may file Notice of Lis Pendens, bring an action at law against the Owner personally obligated to pay the same and/or bring an action to foreclose the lien against the property. No owner, except the Declarant, as provided in Article VI and VII above, may waive or otherwise escape liability for the assessments provided for herein.

ARTICLE IX

COMPLIANCE WITH THIS DECLARATION, THE ARTICLES

AND THE BYLAWS OF THE ASSOCIATION

In the case of failure of a Lot Owner to comply with the terms and provisions contained in this Declaration, the Articles or the Bylaws of the Association, the following relief shall be available:

A. The Association, an aggrieved Lot Owner or Owners within the Subdivision on behalf of the Association, or any Lot Owner on behalf of all the Lot Owners within the Subdivision shall have the right to bring an action and recover sums due, damages, injunctive relief, and such other and further relief as may be just and appropriate.

B. The Association shall have the right to remedy the violation and assess the cost of remedying same against the offending Lot Owner as a special assessment.

C. If the violation is the non-payment of any general or special assessment, the Association shall have the right to suspend the offending Owner's voting rights and the use by such Owner, his agents, employees and invitees of the recreational Common Use Areas in the Subdivision for any period during which an assessment against the Lot remains unpaid.

D. The remedies provided by this Article are cumulative, and are in addition to any other remedies provided by law.

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E. The failure of the Association or any Person to enforce any restriction contained in this Declaration, the Articles or the Bylaws shall not be deemed to waive the right to enforce such restrictions thereafter as to the same violation or subsequent violation of similar character.

F. Prior to availing itself of the relief specified herein, the Association shall follow the hearing procedures as set forth in the Bylaws.

ARTICLE X

PROPERTY RIGHTS OF LOT OWNERS, CROSS-EASEMENTS, AND RESERVATIONS BY DECLARANT

A. Every Owner of a Lot within the Subdivision, as an appurtenance to such Lot, shall have a perpetual easement over and upon the Common Use Areas within the Subdivision for each and every purpose or use to which such Common Use Areas were intended as determined by their type, or for which such Common Use Areas generally are used. Such easements shall be appurtenant to and shall pass with the title to every Lot located within the Subdivision, whether or not specifically included in a deed thereto, subject to the following provisions:

1. The Association shall have the right to make reasonable rules and regulations respecting the use of same.

2. The Association shall have the right to suspend the voting rights of a Lot Owner and his right to use the recreational Common Use Areas within the Subdivision for any period during which any due assessment against such Owner's Lot remains unpaid as is provided in Article IX hereof, and for a period not to exceed sixty (60) days for any infraction of its published Rules and Regulations.

B. The Association hereinafter may grant easements for utility purposes for the benefit of the Subdivision and the Lots now or hereafter located thereon, over, under, along and through the Common Use Areas. Provided however, that no such grant of easement shall have a material adverse effect on the use, enjoyment or value of any Lot.

C. Any owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Areas and facilities to the members of his family, his tenants, guests or contract purchasers who reside on the property.

D. Easements and rights of way over and upon each lot for drainage and the installation and maintenance of utilities and services are reserved exclusively to Declarant for such purposes as Declarant may deem incident and

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appropriate to its overall development plan, such easements and rights of way being shown or noted on the aforesaid recorded plats of the Subdivision, which plats are incorporated by reference and made a part hereof for a more particular description of such easements and rights of way. The easements and right of way areas reserved by Declarant on each Lot pursuant hereto shall be maintained continuously by the owner but no structures, plantings or other material shall be placed or permitted to remain upon such areas or other activities undertaken thereon which may damage or interfere with the installation or maintenance of utilities or other services, or which may retard, obstruct or reverse the flow of water or which may damage or interfere with established slope ratios or create erosion problems. Improvements within such areas also shall be maintained by the respective owner except those for which a public authority or utility company is responsible.

ARTICLE XI

COMMON AREAS, LIMITED COMMON AREAS, EASEMENT AREAS

A. Common Areas. The area designated on the attached Exhibit "A" as, "Pool, Clubhouse and Parking Area", shall be owned in common, and shall be titled in the name of the Association. The development and maintenance of such area shall be in accordance with the bylaws of the Association and the cost therefor shall be a common charge upon all lots.

B. Limited Common Areas. Those areas designated on the attached Exhibit "A", "B", and "C" as "Vehicular Access Drive and Pedestrian Beach Access", shall be for the limited use and enjoyment of, and shall be owned in common by the owners of the four (4) lots adjacent to each such area. Except as modified by written agreement between the Declarant and the Owners, the development and maintenance of each Limited Common Area shall be the responsibility of the owners of the four (4) lots adjacent thereto, and the cost thereof shall be a pro-rata lien upon each said lot. No driveways shall be located on any lot other than in the area shown on Exhibit "A", "B", and "C" as Vehicular Access Drives.

C. Easement Areas. The area designated on the attached Exhibit "A", "B", and "C" as "Easement Granted to Ocean Ridge Village Homeowners Association for Landscape Areas and Pedestrian Access" shall be subject to cross-easements for the benefit of all owners, for the purpose of pedestrian walkways, common

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landscaping, sprinkler system, lighting system, and utilities. Such easements shall not interfere with the location and construction of any home. The Declarant reserves the right to make minor modifications to said easements.

ARTICLE XII

ARCHITECTURAL STANDARDS AND ARCHITECTURAL STANDARDS COMMITTEE

The Board of Directors shall establish an Architectural Standards Committee (hereinafter referred to as the "Committee") which shall be composed of five (5) members. The Board of Directors shall have the right to appoint and remove, at any time and without cause, three (3) members. The Declarant shall have the right to appoint and remove two (2) members of the Committee so long as the Declarant continues to own any portion of the Subdivision. At such time as the Declarant no longer owns any portion of the Subdivision, or upon notification by the Declarant to the Board of Directors that it does not desire to continue to appoint two (2) members of the Committee, all five (5) members shall be appointed or removed, at any time and without cause, by the Board of Directors.

A. No construction, which term shall include within its definition clearing, excavation, grading and other site work, shall take place except in strict compliance with this Article, until the requirements thereof have been fully met, and until the approval of the Committee has been obtained.

B. The Committee shall have exclusive jurisdiction over all original construction on any Lot and later changes or additions after initial approval thereof, together with any modifications, additions or alterations subsequently to be constructed on any lot or made to any improvements initially approved. The Committee shall prepare and, on behalf of the Board of Directors, shall promulgate architectural standard guidelines ("guidelines") and application and review procedures ("procedures"). The guidelines and procedures shall be those of the Association and the Committee shall have the sole and full authority to prepare and to amend the guidelines and procedures. The Committee shall make the guidelines and procedures available to owners, builders and developers who seek to engage in the development of or construction upon the Lots and who shall conduct their operations strictly in accordance therewith.

C. The Committee shall have the absolute and exclusive right to disapprove any plans, specifications or details submitted to it in the event the

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same are not in accordance with any of the provisions of this Declaration and the guidelines, if the design, color scheme or location upon the Lot or Lots of the proposed improvements are not in harmony with the general surroundings or adjacent structures, if the plans or specifications submitted are incomplete, or in the event the Committee deems the plans, specifications or details, or any part thereof, to be contrary to the best interests, welfare or rights of all or any part of the real property subject to this Declaration or the owners thereof.

D. The Committee shall approve or disapprove plans, specifications and details submitted in accordance with this Article within thirty (30) days from the receipt thereof and the decisions of the Committee shall be final and not subject to appeal or review. Provided, however, that plans, specifications and details revised in accordance with Committee recommendations may be resubmitted for determination by the Committee. In the event that the Committee fails to approve or disapprove plans, specifications and details within thirty (30) days after submission of the same to the Committee, approval, for the purposes of this Article, shall be deemed to have been given by the Committee.

E. The Committee or its agent shall have the right to inspect all construction to ensure that it is performed in strict accordance with the approved plans, specifications and details. Upon completion of the construction in accordance with the approved plans, specifications and details, the Committee shall issue a certificate of completion to the owner.

F. Nothing contained herein shall be construed to limit the right of any owner to remodel the interior of his residence or permitted appurtenant structures, or to paint the interior of the same any color desired.

G. Neither the Declarant nor the Committee nor the Board of Directors or any agent thereof shall be responsible in any way for any defects in plans, specifications or details submitted, revised or approved in accordance with the provisions contained herein or in the guidelines, nor for any structural or other defect in any construction.

H. The requirements of this Article shall not constitute a lien or encumbrance on any Lot on which construction is completed, and any subsequent purchaser thereof for value without notice thereof is in no way affected by the failure of his predecessors in title to comply with the terms hereof.

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ARTICLE XIII

RESTRICTIONS ON USE AND OCCUPANCY

A. No Lot shall be used except for single family residential purposes. No structure shall be erected, placed or permitted to remain on any numbered Lot other than one (1) detached, single family residential dwelling.

B. Any dwelling constructed on a Lot subject to this Declaration shall contain not less than one thousand six hundred (1600) square feet of fully enclosed and heated floor area devoted to living purposes (exclusive of roofed or unroofed porches, terraces, garages and any outbuildings).

C. No building, structure, fence, hedge, outbuilding, or appurtenance of any nature shall be located other than as shown on the building "footprint" as shown on the recorded plats.

D. The design, size and location of containers for the collection and removal of garbage, trash and other like household refuse shall be subject to and shall require the approval of the Committee.

E. The following general prohibitions and requirements shall apply and control the improvement, maintenance and use of all Lots:

1. No mobile home, trailer, camper, tent, or temporary house, temporary garage or other temporary outbuilding shall be placed or erected on any Lot, provided, however, that the Committee may grant permission for temporary structures for storage of materials during construction. No such temporary structure as may be approved shall be used at any time as a residence.

2. Once construction of a dwelling or other improvements is started on any Lot, the improvements must be substantially completed in accordance with the approved plans and specifications within twelve (12) months from commencement. For good cause shown the Committee shall have the right to waive this provision with respect to any lot owner.

3. During construction of improvements on any Lot, adequate portable sanitary toilets must be provided for the construction crew and the Lot must be cleaned of excess debris at least once a week.

4. All dwellings and permitted structures erected or placed on any Lot shall be constructed of material of good grade, quality and appearance, and all construction shall be performed in good workmanlike manner and quality. The exterior of all dwellings and permitted structures shall be either natural

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wood, stone, stucco or brick. The covering for all roofs shall be wood shake shingles, tiles, Timberline style shingles or, if approved by the Committee, similar dimensional and style shingles. No used structures shall be relocated or placed on any Lot and no structures shall have an exterior constructed of concrete blocks, asbestos or asphalt siding. The requirements of the Committee shall control all improvements to any Lot as is specified herein.

5. Except structures erected by the Declarant, no structure erected upon any Lot may be used as a model home or exhibit unless prior written permission to do so shall have been obtained from the Committee.

6. All Lots, whether occupied or unoccupied, shall be well maintained and no unattractive growth or accumulation of rubbish or debris shall be permitted. The native growth of such premises shall not be permitted to be destroyed or removed except as approved in writing by the Declarant herein. In the event such growth is removed, except as stated above, the Declarant may require the replanting or replacement of same, the cost thereof to be borne by the Lot owner. The Declarant also reserves the right and control of placement of all general landscaping in all phases of Ocean Ridge Village.

7. No trash, ashes, garbage or other refuse shall be dumped or stored or accumulated on any Lot or other area in the subdivision.

8. Any dwelling or improvement on any Lot which is destroyed in whole or in part by fire or other casualty must be rebuilt or all debris removed and the Lot restored to a sightly condition with reasonable promptness, provided, however, that in no event shall such debris remain on such Lot longer than three (3) months.

9. No stripped, partially wrecked, or junked motor vehicle, or part thereof, shall be permitted to be parked or kept on any Lot. All motor vehicles of any type kept on any Lot shall have current registration and inspection certificates.

10. No vehicle of any type shall be parked on any access drive in the subdivision. No truck nor other vehicle in excess of a one-ton load capacity nor any mobile home, trailer, camper, similar vehicle or boat shall be parked or kept overnight or longer, on any Lot, in such a manner as to be visible to the occupants of other Lots or the users of any street or recreation area.

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11. All fuel storage tanks shall be buried below the surface of the ground and all outdoor receptacles for ashes, trash, rubbish or garbage shall be installed underground, screened or so placed and kept as not to be visible to the occupants of other Lots or the users of any access drive or recreation area.

12. All outdoor poles, clotheslines, and similar equipment shall be screened or so placed as not to be visible to the occupants of other Lots or the users of any access drive or recreation area.

13. All recreational equipment and personal property other than automobiles or bicycles must be stored in such a manner as not to be visible from any access drive or to the occupants of other Lots.

14. No mail or paper box or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected or located upon any Lot except such receptacle or standard design as shall have been approved by the Committee.

15. No sign (excluding typical "For Sale" and builder identification signs or similar signs), billboard or other advertising structure of any kind may be erected or maintained upon any Lot; provided, however, that construction identification signs approved by the Committee showing the Lot number and name of the builder may be exhibited upon the Lot during the period of construction.

16. No radio station or short wave operator of any kind shall operate from any Lot or residence without the prior written approval of the Committee. All radio and television antenna installations shall be approved in writing by the Committee before the antenna is installed.

17. All dwelling connections for all utilities including but not limited to, water, electricity, telephone and television shall be run underground from the proper connecting points to the dwelling structure in such manner as may be acceptable to the appropriate utility authority.

18. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets, not more than two (2), may be kept provided they are not kept, bred, or maintained for any commercial purpose, and provided, further, that such pets do not constitute a danger or nuisance to other Lot owners or to the neighborhood. All

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domestic pets shall be kept on leash when outside the residence.

19. The erection of fences shall not be permitted unless approved by the Committee as provided in Article XII hereof.

20. No window air-conditioning units shall be installed in the side of any structure in such manner as to be visible from any access drive or recreational area.

21. No noxious, offensive or illegal trade or activity shall be carried on upon any Lot nor shall anything be done on any Lot that shall be or become an unreasonable annoyance or nuisance to other Lot owners or the neighborhood.

ARTICLE XIV

AMENITIES AND FACILITIES

Every recreation area, recreation facility, dedicated access and other amenity appurtenant to the Subdivision, whether or not shown and delineated on any recorded plats of the Subdivision, shall be considered private and for the sole and exclusive use of the Owners of Lots within the Subdivision. Neither Declarant's execution nor the recording of any plat nor any other act of Declarant with respect to such areas is, or is intended to be, or shall be construed as a dedication to the public of any such areas, facilities or amenities.

ARTICLE XV

WAIVER

No provision contained in this Declaration, the Articles or the Bylaws, shall be deemed to have been waived, abandoned, or abrogated by reason of failure to enforce them on the part of any person as to the same or similar future violations, no matter how often the failure to enforce is repeated.

ARTICLE XVI

VARIANCES

The Board of Directors in its discretion may allow reasonable variances and adjustments of this Declaration in order to alleviate practical difficulties and hardship in their enforcement and operation. Any such variances shall not violate the spirit or the intent of this document to create a Subdivision of Lots owned in fee by various persons with each such Owner having an easement upon areas owned by the Association.

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To be effective, a variance hereunder shall be recorded in the Onslow County Register of Deeds Office; shall be executed on behalf of the Association; and shall refer specifically to this Declaration.

ARTICLE XVII

DURATION, AMENDMENT AND TERMINATION

A. The covenants and restrictions contained in this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of one (1) year. This Declaration may be amended in full or part during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy five percent (75%) of the Lot Owners, provided that no amendment shall alter any obligation to pay Common Expenses to benefit the Common Use Areas, as herein provided, or affect any lien for the payment of same. To be effective any amendment must be recorded in the office of the Register of Deeds of Onslow County, North Carolina and a marginal entry of same must be signified on the face of this document.

B. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, each of which shall remain in full force and effect.

ARTICLE XVIII

CAPTIONS

The captions preceding the various Articles of this Declaration are for the convenience of reference only, and shall not be used as an aid in interpretation or construction of this Declaration. As used herein, the singular includes the plural and where there is more than one Owner of a Lot, said Owners are jointly and severally liable for the obligations herein imposed. Throughout this Declaration, references to the masculine shall be deemed to include the feminine, the feminine to include the masculine and the neuter to include the masculine and feminine.

ARTICLE XIX

ASSIGNABILITY OF RIGHTS AND LIABILITIES

Declarant shall have the right to sell, lease, transfer, assign, license and in any manner alienate or dispose of any rights, interests and liabilities retained, accruing or reserved to it by this Declaration. Following

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any such disposition, Declarant in no way shall be liable or responsible to any party with regard to any such right, interest or liability or any claim or claims arising out of same in any manner.

ARTICLE XX

LIBERAL CONSTRUCTION

The provisions of this Declaration shall be construed liberally to effectuate its purpose of creating a Subdivision of fee simple ownership of Lots and buildings governed and controlled by rules, regulations, restrictions, covenants, conditions, reservations and easements administered by an Owners' association with each Owner entitled to and burdened with the rights and easements equivalent to those of other Owners.

IN WITNESS WHEREOF, the undersigned Developers and Lot Owners have caused this instrument to be signed and sealed, on the date noted in the acknowledgment of each signature.

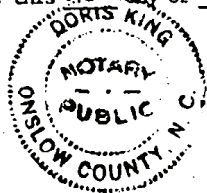
F. Roger Page, Jr. (SEAL)
F. ROGER PAGE, JR.
M. F. Bostic (SEAL)
M. F. BOSTIC

STATE OF NORTH CAROLINA
COUNTY OF

I, a Notary Public of the County and State aforesaid, certify that P. ROGER PAGE, JR., personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes and intents therein expressed.

Witness my hand and seal, this 23rd day of July, 1990.

Doris King
Notary Public
My Commission Expires: 11/22/92

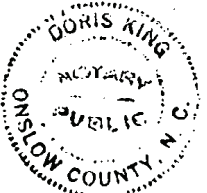


STATE OF NORTH CAROLINA
COUNTY OF

I, a Notary Public of the County and State aforesaid, certify that M. F. BOSTIC, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes and intents therein expressed.

Witness my hand and seal, this 24th day of July, 1990.

Doris King
Notary Public
My Commission Expires: 11/22/92



BOOK 969 PAGE 91

The undersigned lot owner (and spouse, if applicable) hereby approves the foregoing Amendment to Declaration of Conditions, Reservations and Restrictions of Ocean Ridge Village I, II and III, and expressly authorizes the Declarant to execute and record a revised plat of Ocean Ridge Village II in which the property currently designated "Common Area" (including a pool, pool houses, and parking area) on the plat recorded in Map Book 25, Page 41, Onslow County Registry shall be eliminated as common areas and recombined as portions of Lots 18 and 19 directly adjoining said property.

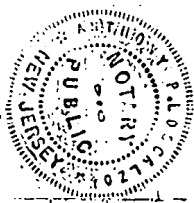
[Signature] (SEAL)
[Signature] (SEAL)

STATE OF
COUNTY OF

I, a Notary Public of the County and State aforesaid, certify that John + Nathalie Berger personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes and intents therein expressed.

Witness my hand and seal, this 15 day of June, 1990.

[Signature]
Notary Public
My Commission Expires: Oct 7, 1990



ANTHONY P. LOSCALZO,
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Oct. 7, 1990

BOOK 969 PAGE 92

The undersigned lot owner (and spouse, if applicable) hereby approves the foregoing Amendment to Declaration of Conditions, Reservations and Restrictions of Ocean Ridge Village I, II and III.

OCEANFRONT EQUITY ASSOCIATES
A New Jersey General Partnership

By: [Signature] (SEAL)

THOMAS D. McCLOSKEY, ESQUIRE
Managing Partner
For and on behalf of the (SEAL)
Partnership
(Owner of Lots 1, 2, 31 and 32:
Ocean Ridge Village I)

STATE OF
COUNTY OF

I a Notary Public of the County and State aforesaid, certify that Thomas D. McCloskey personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes and intents therein expressed.

Witness my hand and seal, this 6th day of June, 1989.

[Signature]
Notary Public
My Commission Expires: _____
SUSAN E. PRUSAN
A Notary Public of New Jersey
My Commission Expires 1/25/95

BOOK 969 PAGE 93

The undersigned lot owner (and spouse, if applicable) hereby approves the foregoing Amendment to Declaration of Conditions, Reservations and Restrictions of Ocean Ridge Village I, II and III, and expressly authorizes the Declarant to execute and record a revised plat of Ocean Ridge Village II in which the property currently designated "Common Area" (including a pool, pool houses, and parking area) on the plat recorded in Map Book 25, Page 41, Onslow County Registry shall be eliminated as common areas and recombined as portions of Lots 18 and 19 directly adjoining said property.

[Signature] (SEAL)

[Signature] (SEAL)

STATE OF
COUNTY OF

I, a Notary Public of the County and State aforesaid, certify that [Signature] personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes and intents therein expressed.

Witness my hand and seal, this 2 day of May, 1990.

[Signature]
Notary Public
My Commission Expires: Oct 7, 1991
ANTHONY P. LOSCALZO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Oct. 7, 1991

BOOK **969** PAGE **94**

The undersigned lot owner (and spouse, if applicable) hereby approves the foregoing Amendment to Declaration of Conditions, Reservations and Restrictions of Ocean Ridge Village I, II and III, and expressly authorizes the Declarant to execute and record a revised plat of Ocean Ridge Village II in which the property currently designated "Common Area" (including a pool, pool houses, and parking area) on the plat recorded in Map Book 25, Page 41, Onslow County Registry shall be eliminated as common areas and recombined as portions of Lots 18 and 19 directly adjoining said property.

Frank Masuda (SEAL)

Marie Masuda (SEAL)

STATE OF VIRGINIA
COUNTY OF ARLINGTON

I, a Notary Public of the County and State aforesaid, certify that FRANK MASHUDA MARIE MASHUDA personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes and intents therein expressed.

Witness my hand and seal, this 4th day of MAY, 1990.

[Signature]
Notary Public
My Commission Expires: _____ MY COMMISSION EXPIRES AUGUST 29, 1990

BOOK 969 PAGE 95

The undersigned lot owner (and spouse, if applicable) hereby approves the foregoing Amendment to Declaration of Conditions, Reservations and Restrictions of Ocean Ridge Village I, II and III, and expressly authorizes the Declarant to execute and record a revised plat of Ocean Ridge Village II in which the property currently designated "Common Area" (including a pool, pool houses, and parking area) on the plat recorded in Map Book 25, Page 41, Onslow County Registry shall be eliminated as common areas and recombined as portions of Lots 18 and 19 directly adjoining said property.

Patricia J. Green (SEAL)

Peter P. Green (SEAL)

STATE OF
COUNTY OF

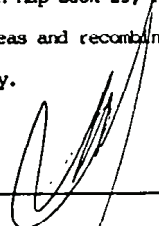
I, a Notary Public of the County and State aforesaid, certify that PATRICIA J. AND PETER P. GREEN personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes and intents therein expressed.

Witness my hand and seal, this 30 day of April, 1990.

Agnes D. Artz
Notary Public
My Commission Expires: _____
AGNES D. ARTZ
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires March 2, 1993

BOOK 969 PAGE 96

The undersigned lot owner (and spouse, if applicable) hereby approves the foregoing Amendment to Declaration of Conditions, Reservations and Restrictions of Ocean Ridge Village I, II and III, and expressly authorizes the Declarant to execute and record a revised plat of Ocean Ridge Village II in which the property currently designated "Common Area" (including a pool, pool houses, and parking area) on the plat recorded in Map Book 25, Page 41, Onslow County Registry shall be eliminated as common areas and recombined as portions of Lots 18 and 19 directly adjoining said property.



(SEAL)
Rosemary Meyers (SEAL)

STATE OF
COUNTY OF

I, a Notary Public of the County and State aforesaid, certify that Albert H. Rosemary Meyers personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes and intents therein expressed.

Witness my hand and seal, this 13th day of April, 1990.

Andrea Posch
Notary Public
My Commission Expires: 10-16-94



ANDREA POSCH
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires October 16, 1994

BOOK 969 PAGE 97

The undersigned lot owner (and spouse, if applicable) hereby approves the foregoing Amendment to Declaration of Conditions, Reservations and Restrictions of Ocean Ridge Village I, II and III, and expressly authorizes the Declarant to execute and record a revised plat of Ocean Ridge Village II in which the property currently designated "Common Area" (including a pool, pool houses, and parking area) on the plat recorded in Map Book 25, Page 41, Onslow County Registry shall be eliminated as common areas and recombined as portions of Lots 18 and 19 directly adjoining said property.

David M. Mould (SEAL)

Jeffrey W. Winman (SEAL)

STATE OF *New York*
COUNTY OF *New York*

I, a Notary Public of the County and State aforesaid, certify that *Doree Greisd + Jeffrey Winman* personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes and intents therein expressed.

Witness my hand and seal, this *15th* day of *MAY*, 1990.

Eni Amato
Notary Public
My Commission Expires **ENI AMATO**
Notary Public, State of New York
No. 03-057900
Qualified in Bronx County
Certificate Filed in New York County
Commission Expires *March 27, 1991*

BOOK 969 PAGE 98

The undersigned lot owner (and spouse, if applicable) hereby approves the foregoing Amendment to Declaration of Conditions, Reservations and Restrictions of Ocean Ridge Village I, II and III, and expressly authorizes the Declarant to execute and record a revised plat of Ocean Ridge Village II in which the property currently designated "Common Area" (including a pool, pool houses, and parking area) on the plat recorded in Map Book 25, Page 41, Onslow County Registry shall be eliminated as common areas and recombined as portions of Lots 18 and 19 directly adjoining said property.

William T. McJannet (SEAL)

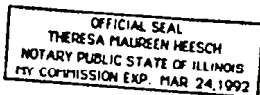
Barbara McJannet (SEAL)

STATE OF
COUNTY OF

I, a Notary Public of the County and State aforesaid, certify that William and Barbara McJannet personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes and intents therein expressed.

Witness my hand and seal, this 24th day of April, 1990.

Theresa Maureen Heesch
Notary Public
My Commission Expires: March 24, 1992



BOOK 969 PAGE 99

The undersigned lot owner (and spouse, if applicable) hereby approves the foregoing Amendment to Declaration of Conditions, Reservations and Restrictions of Ocean Ridge Village I, II and III, and expressly authorizes the Declarant to execute and record a revised plat of Ocean Ridge Village II in which the property currently designated "Common Area" (including a pool, pool houses, and parking area) on the plat recorded in Map Book 25, Page 41, Onslow County Registry shall be eliminated as common areas and recombined as portions of Lots 18 and 19 directly adjoining said property.

B.R. Properties
William T. M. De (SEAL)

Russell A. De (SEAL)

STATE OF ILLINOIS
COUNTY OF COOK

I, a Notary Public of the County and State aforesaid, certify that Russell A. De & William T. M. De personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes and intents therein expressed.

Witness my hand and seal, this 23 day of April, 1990.

John A. Tatoes
Notary Public
My Commission Expires: 4-11-93



BOOK **959** PAGE **100**

The undersigned lot owner (and spouse, if applicable hereby approves the foregoing Amendment to Declaration of Conditions, Reservations and Restrictions of Ocean Ridge Village I, II and III, and expressly authorizes the Declarant to execute and record a revised plat of Ocean Ridge Village II in which the property currently designated "Common Area" (including a pool, pool houses, and parking area) on the plat recorded in Map Book 25, Page 41, Onslow County Registry shall be eliminated as common areas and recombined as portions of Lots 18 and 19 directly adjoining said property.

Richard J. Conroy (SEAL)
RICHARD J. CONROY, CO. SELF-EMPLOYED
PENSION PLAN TRUST. (SEAL)

STATE OF
COUNTY OF

I, a Notary Public of the County and State aforesaid, certify that Richard J. Conroy personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes and intents therein expressed.

Witness my hand and seal, this 22nd day of May, 1990.

Anita L. Duchesneau
Notary Public
My Commission Expires: 12/7/91

" OFFICIAL SEAL "
ANITA L. DUCHESNEAU
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 12/7/91

BOOK 969 PAGE 101

The undersigned lot owner (and spouse, if applicable) hereby approves the foregoing Amendment to Declaration of Conditions, Reservations and Restrictions of Ocean Ridge Village I, II and III, and expressly authorizes the Declarant to execute and record a revised plat of Ocean Ridge Village II in which the property currently designated "Common Area" (including a pool, pool houses, and parking area) on the plat recorded in Map Book 25, Page 41, Onslow County Registry shall be eliminated as common areas and recombined as portions of ~~the~~ Lots ^{18 and 19} directly adjoining said property.

PP

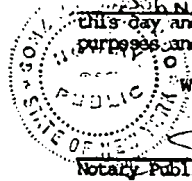
John Donnell (SEAL)

(SEAL)

STATE OF NY
COUNTY OF N.Y.

I, a Notary Public of the County and State aforesaid, certify that John Donnell personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes and intents therein expressed.

Witness my hand and seal, this 26th day of February, 1990.



Gonzalo Mercado
Notary Public
My Commission Expires: 7/4
GONZALO MERCADO
Notary Public, State of New York
N.Y. 31-4968542
Qualified in New York County
Commission Expires September 25, 1991

BOOK 969 PAGE 102

The undersigned lot owner (and spouse, if applicable) hereby approves the foregoing Amendment to Declaration of Conditions, Reservations and Restrictions of Ocean Ridge Village I, II and III, and expressly authorizes the Declarant to execute and record a revised plat of Ocean Ridge Village II in which the property currently designated "Common Area" (including a pool, pool houses, and parking area) on the plat recorded in Map Book 25, Page 41, Onslow County Registry shall be eliminated as common areas and recombined as portions of Lots 18 and 19 directly adjoining said property.

Susan J. Dempster (SIAL)
Susan Dempster

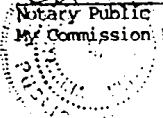
Howard V. Dempster (SIAL)
Howard Dempster

STATE OF
COUNTY OF

I, a Notary Public of the County and State aforesaid, certify that Susan J. and Howard V. Dempster personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes and intents therein expressed.

Witness my hand and seal, this 27th day of April, 1990.

Donna M. Ludwick
Notary Public
My Commission Expires:



NOTARIAL SEAL
DONNA M. LUDWICK, Notary Public
City of Philadelphia, Phila. County
My Commission Expires March 11, 1991

BOOK 969 PAGE 103

The undersigned lot owner (and spouse, if applicable) hereby approves the foregoing Amendment to Declaration of Conditions, Reservations and Restrictions of Ocean Ridge Village I, II and III, and expressly authorizes the Declarant to execute and record a revised plat of Ocean Ridge Village II in which the property currently designated "Common Area" (including a pool, pool houses, and parking area) on the plat recorded in Map Book 25, Page 41, Onslow County Registry shall be eliminated as common areas and recombined as portions of Lots 18 and 19 directly adjoining said property.

Janice M. Wayne (SEAL)

Frank Wayne (SEAL)

STATE OF Pennsylvania
COUNTY OF Philadelphia

I, a Notary Public of the County and State aforesaid, certify that Norman M. Wayne and Fern L. Wayne personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes and intents therein expressed.

Witness my hand and seal, this 26th day of April, 1990.

Donna M. Ludwick
Notary Public
My Commission Expires:

NOTARIAL SEAL
DONNA M. LUDWICK, Notary Public
City of Philadelphia, Phila. County
My Commission Expires March 11, 1991

BOOK 969 PAGE 104

The undersigned lot owner (and spouse, if applicable) hereby approves the foregoing Amendment to Declaration of Conditions, Reservations and Restrictions of Ocean Ridge Village I, II and III, and expressly authorizes the Declarant to execute and record a revised plat of Ocean Ridge Village II in which the property currently designated "Common Area" (including a pool, pool houses, and parking area) on the plat recorded in Map Book 25, Page 41, Onslow County Registry shall be eliminated as common areas and recombined as portions of Lots 18 and 19 directly adjoining said property.

William W. Wrigley (SEAL)

Patricia M. Wrigley (SEAL)

STATE OF PENNA.
COUNTY OF CHESTER

I, a Notary Public of the County and State aforesaid, certify that J. Wigginton + Patricia M. Wrigley personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes and intents therein expressed.

Witness my hand and seal, this 10th day of APRIL, 1990.

Alfred J. Wigginton
Notary Public

My Commission Expires: _____

NOTARIAL SEAL
ALFRED J. WIGGINTON, Notary Public
Chester County
Commission Expires Dec. 23, 1991



BOOK 969 PAGE 105

The undersigned lot owner (and spouse, if applicable) hereby approves the foregoing Amendment to Declaration of Conditions, Reservations and Restrictions of Ocean Ridge Village I, II and III, and expressly authorizes the Declarant to execute and record a revised plat of Ocean Ridge Village II in which the property currently designated "Common Area" (including a pool, pool houses, and parking area) on the plat recorded in Map Book 25, Page 41, Onslow County Registry shall be eliminated as common areas and recombined as portions of Lots 18 and 19 directly adjoining said property.

[Signature] (SEAL)

Dale S DeSmet (SEAL)

STATE OF
COUNTY OF

I, a Notary Public of the County and State aforesaid, certify that Robert + Dale S. DeSmet personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes and intents therein expressed.

Witness my hand and seal, this 30 day of April, 1990.

Patricia T. Brown
Notary Public
My Commission Expires: _____
PATRICIA T. BROWN
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES AUGUST 4, 1992

BOOK 969 PAGE 106

The undersigned lot owner (and spouse, if applicable) hereby approves the foregoing Amendment to Declaration of Conditions, Reservations and Restrictions of Ocean Ridge Village I, II and III, and expressly authorizes the Declarant to execute and record a revised plat of Ocean Ridge Village II in which the property currently designated "Common Area" (including a pool, pool houses, and parking area) on the plat recorded in Map Book 25, Page 41, Onslow County Registry shall be eliminated as common areas and recombined as portions of Lots 18 and 19 directly adjoining said property.

Richard L. Schultz (SEAL)

Richard L. Schultz (SEAL)

STATE OF ILLINOIS
COUNTY OF McHenry

I, a Notary Public of the County and State aforesaid, certify that Richard L. Schultz personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes and intents therein expressed.

Witness my hand and seal, this 4th day of Nov, 1990.

Julie A. Grover
Notary Public
My Commission Expires: 12/24/90

"OFFICIAL SEAL"
Julie A. Grover
Notary Public, State of Illinois
My Commission Expires 12/24/90

BOOK 969 PAGE 107

The undersigned lot owner (and spouse, if applicable) hereby approves the foregoing Amendment to Declaration of Conditions, Reservations and Restrictions of Ocean Ridge Village I, II and III, and expressly authorizes the Declarant to execute and record a revised plat of Ocean Ridge Village II in which the property currently designated "Common Area" (including a pool, pool houses, and parking area) on the plat recorded in Map Book 25, Page 41, Onslow County Registry shall be eliminated as common areas and recombined as portions of Lots 18 and 19 directly adjoining said property.
SUBJECT TO THE ATTACHED ADDENDUM

[Signature] (SEAL)

[Signature] (SEAL)

STATE OF
COUNTY OF

I, a Notary Public of the County and State aforesaid, certify that Robert P. Lucas & Nancy Lucas personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes and intents therein expressed.

Witness my hand and seal, this 27th day of April, 1990.

Sarah W. Lukens
Notary Public
My Commission Expires: 10/7/91

NOTARIAL SEAL
SARAH W. LUKENS, NOTARY PUBLIC
NETHER PROVIDENCE TOWNSHIP
DELAWARE COUNTY
MY COMMISSION EXPIRES OCTOBER 7, 1991

BOOK 969 PAGE 106

The undersigned lot owner (and spouse, if applicable) hereby approves the foregoing Amendment to Declaration of Conditions, Reservations and Restrictions of Ocean Ridge Village I, II and III, and expressly authorizes the Declarant to execute and record a revised plat of Ocean Ridge Village II in which the property currently designated "Common Area" (including a pool, pool houses, and parking area) on the plat recorded in Map Book 25, Page 41, Onslow County Registry shall be eliminated as common areas and recombined as portions of Lots 18 and 19 directly adjoining said property.

[Signature] (SEAL)
[Signature] (SEAL)

STATE OF
COUNTY OF

I, a Notary Public of the County and State aforesaid, certify that *[Signature]* personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes and intents therein expressed.

Witness my hand and seal, this 5th day of April, 1990.

[Signature]
Notary Public
My Commission Expires: 11 Oct 1992



BOOK 969 PAGE 109

The undersigned lot owner (and spouse, if applicable) hereby approves the foregoing Amendment to Declaration of Conditions, Reservations and Restrictions of Ocean Ridge Village I, II and III, and expressly authorizes the Declarant to execute and record a revised plat of Ocean Ridge Village II in which the property currently designated "Common Area" (including a pool, pool houses, and parking area) on the plat recorded in Map Book 25, Page 41, Onslow County Registry shall be eliminated as common areas and recombined as portions of Lots 18 and 19 directly adjoining said property.

George MacConnell (SEAL)

Dana J. MacConnell (SEAL)

STATE OF
COUNTY OF

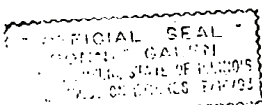
I, a Notary Public of the County and State aforesaid, certify that George & Dana J. MacConnell personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes and intents therein expressed.

Now witness my hand and seal, this 23rd day of April, 1990.

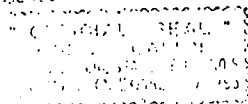
Robert S. Edwards
Notary Public
My Commission Expires: April 15, 1991
Notary Public, Clayton County, Georgia

BOOK 969 PAGE 110

The undersigned lot owner (and spouse, if applicable) hereby approves the foregoing Amendment to Declaration of Conditions, Reservations and Restrictions of Ocean Ridge Village I, II and III, and expressly authorizes the Declarant to execute and record a revised plat of Ocean Ridge Village II in which the property currently designated "Common Area" (including a pool, pool houses, and parking area) on the plat recorded in Map Book 25, Page 41, Onslow County Registry shall be eliminated as common areas and recombined as portions of Lots 18 and 19 directly adjoining said property.



Reynaldo C. Daza (SEAL)



Illuminada Daza (SEAL)

STATE OF
COUNTY OF

I, a Notary Public of the County and State aforesaid, certify that REYNALDO C. DAZA, ILLUMINADA H. DAZA personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes and intents therein expressed.

Witness my hand and seal, this 18th day of April, 1990.

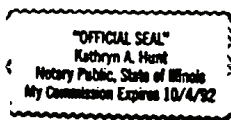
Bennie Helen
Notary Public
My Commission Expires: 8/14/93

BOOK 959 PAGE 111

The undersigned lot owner (and spouse, if applicable) hereby approves the foregoing Amendment to Declaration of Conditions, Reservations and Restrictions of Ocean Ridge Village I, II and III, and expressly authorizes the Declarant to execute and record a revised plat of Ocean Ridge Village II in which the property currently designated "Common Area" (including a pool, pool houses, and parking area) on the plat recorded in Map Book 25, Page 41, Onslow County Registry shall be eliminated as common areas and recombined as portions of Lots 18 and 19 directly adjoining said property.

Challen O. Bonar III (SEAL)

Sarah M. Bonar (SEAL)



STATE OF
COUNTY OF

I, a Notary Public of the County and State aforesaid, certify that Challen O. Bonar III, Sarah M. Bonar personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes and intents therein expressed.

Witness my hand and seal, this 13th day of April, 1990.

Kathryn A. Hunt
Notary Public
My Commission Expires: 10/4/92

BOOK 969 PAGE 112

The undersigned lot owner (and spouse, if applicable) hereby approves the foregoing Amendment to Declaration of Conditions, Reservations and Restrictions of Ocean Ridge Village I, II and III, and expressly authorizes the Declarant to execute and record a revised plat of Ocean Ridge Village II in which the property currently designated "Common Area" (including a pool, pool houses, and parking area) on the plat recorded in Map Book 25, Page 41, Onslow County Registry shall be eliminated as common areas and recombined as portions of Lots 18 and 19 directly adjoining said property.

[Signature] (SEAL)

Lauren Corchin (SEAL)

OFFICIAL SEAL
JOYCE S. COHEN
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. OCT. 23, 1991
Jill
STATE OF ILLINOIS
COUNTY OF COOK

I, a Notary Public of the County and State aforesaid, certify that KENNETH & LAUREN CORCHIN personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes and intents therein expressed.

Witness my hand and seal, this 2nd day of May, 1990.

Joseph B. Cohen
Notary Public
My Commission Expires: Oct 23, 91

BOOK **969** PAGE **113**

The undersigned lot owner (and spouse, if applicable) hereby approves the foregoing Amendment to Declaration of Conditions, Reservations and Restrictions of Ocean Ridge Village I, II and III, and expressly authorizes the Declarant to execute and record a revised plat of Ocean Ridge Village II in which the property currently designated "Common Area" (including a pool, pool houses, and parking area) on the plat recorded in Map Book 25, Page 41, Onslow County Registry shall be eliminated as common areas and recombined as portions of Lots 18 and 19 directly adjoining said property.

Kenneth Bergstol (SEAL)
Kenneth Bergstol

_____ (SEAL)

STATE OF New York
COUNTY OF Rockland

I, a Notary Public of the County and State aforesaid, certify that Kenneth Bergstol personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes and intents therein expressed.

Witness my hand and seal, this 20th day of June, 1990.

Kathleen Herman
Notary Public
My Commission Expires: 8/8/90

KATHLEEN HERMAN
Notary Public, State of New York
Qualified in Rockland County
No. 4830108
Commission Expires August 8, 1990

BOOK 969 PAGE 114

The undersigned lot owner (and spouse, if applicable) hereby approves the foregoing Amendment to Declaration of Conditions, Reservations and Restrictions of Ocean Ridge Village I, II and III, and expressly authorizes the Declarant to execute and record a revised plat of Ocean Ridge Village II in which the property currently designated "Common Area" (including a pool, pool houses, and parking area) on the plat recorded in Map Book 25, Page 41, Onslow County Registry shall be eliminated as common areas and recombined as portions of Lots 18 and 19 directly adjoining said property.

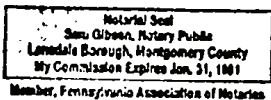
Patrick L. Buckley (SEAL)
Kathleen B. Buckley (SEAL)

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

I, a Notary Public of the County and State aforesaid, certify that PATRICK L. BUCKLEY and KATHLEEN B. BUCKLEY personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes and intents therein expressed.

Witness my hand and seal, this 19 day of April, 1990.

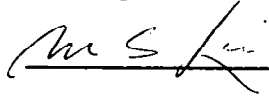
Sara Gibson
Notary Public
My Commission Expires: 1/31/91



BOOK 969 PAGE 115

The undersigned lot owner (and spouse, if applicable) hereby approves the foregoing Amendment to Declaration of Conditions, Reservations and Restrictions of Ocean Ridge Village I, II and III, and expressly authorizes the Declarant to execute and record a revised plat of Ocean Ridge Village II in which the property currently designated "Common Area" (including a pool, pool houses, and parking area) on the plat recorded in Map Book 25, Page 41, Onslow County Registry shall be eliminated as common areas and recombined as portions of Lots 18 and 19 directly adjoining said property.

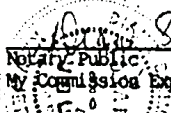
 (SEAL)

 (SEAL)

STATE OF
COUNTY OF

I, a Notary Public of the County and State aforesaid, certify that Wang Yee Lin & Mai Shan Lin personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes and intents therein expressed.

Witness my hand and seal, this 16 day of April, 1990.

 Diane Schmidtke
Notary Public: DIANE SCHMIDTKE
My Commission Expires: NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES OCT. 11, 1994

BOOK 969 PAGE 116

The undersigned lot owner (and spouse, if applicable) hereby approves the foregoing Amendment to Declaration of Conditions, Reservations and Restrictions of Ocean Ridge Village I, II and III, and expressly authorizes the Declarant to execute and record a revised plat of Ocean Ridge Village II in which the property currently designated "Common Area" (including a pool, pool houses, and parking area) on the plat recorded in Map Book 25, Page 41, Onslow County Registry shall be eliminated as common areas and recombined as portions of Lots 18 and 19 directly adjoining said property.

[Signature] (SEAL)

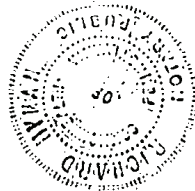
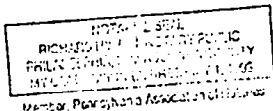
[Signature] (SEAL)

STATE OF
COUNTY OF

I, a Notary Public of the County and State aforesaid, certify that FRANK DeHia, + BRIDGET DeHia personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes and intents therein expressed.

Witness my hand and seal, this 26th day of APRIL, 1990.

[Signature]
Notary Public
My Commission Expires: _____




NORTH CAROLINA, Onslow County

The foregoing certificates of Doris King, Anthony P. Loscalzo, Susan E. Prusan, J. H. Seerford, Agnes D. Artz, Andrea Posch, Toni Amato, Theresa Maureen Heesch, John A. Tatoes, Anita L. Duchesneau, Gonzalo Mercado, Jonna M. Ludwick, H. Randolph Tillett, Patricia T. Brown, Julie A. Grover, Sarah W. Lukens, T. R. Jesleuriers, Harriett S. Edwards, Bonnie Galen, Kathryn A. Hunt, Joyce B. Cohen, Kathleen Herman, Sara Gibson, Diane Schmidtke, and Richard Hyman, Notaries Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book: 969 Page: 74 . This 24th day of July, 1990. at 10:47 A.M.

Mildred M. Thomas
Register of Deeds, Onslow County
By: Vernell L. Kowalski, Asst.

BOOK 969 PAGE 117



 1. CONCRETE & REINFORCED CONCRETE

 2. ASPHALT

 3. GRAVEL

 4. SAND

 5. SOIL

 6. EXISTING CONCRETE

 7. EXISTING ASPHALT

 8. EXISTING GRAVEL

 9. EXISTING SAND

 10. EXISTING SOIL

 11. EXISTING CURB

 12. EXISTING SIDEWALK

 13. EXISTING DRIVEWAY

 14. EXISTING DRIVEWAY CURB

 15. EXISTING DRIVEWAY SIDEWALK

 16. EXISTING DRIVEWAY GRAVEL

 17. EXISTING DRIVEWAY SAND

 18. EXISTING DRIVEWAY SOIL

 19. EXISTING DRIVEWAY CURB

 20. EXISTING DRIVEWAY SIDEWALK

 21. EXISTING DRIVEWAY GRAVEL

 22. EXISTING DRIVEWAY SAND

 23. EXISTING DRIVEWAY SOIL

 24. EXISTING DRIVEWAY CURB

 25. EXISTING DRIVEWAY SIDEWALK

 26. EXISTING DRIVEWAY GRAVEL

 27. EXISTING DRIVEWAY SAND

 28. EXISTING DRIVEWAY SOIL

 29. EXISTING DRIVEWAY CURB

 30. EXISTING DRIVEWAY SIDEWALK

 31. EXISTING DRIVEWAY GRAVEL

 32. EXISTING DRIVEWAY SAND

 33. EXISTING DRIVEWAY SOIL

 34. EXISTING DRIVEWAY CURB

 35. EXISTING DRIVEWAY SIDEWALK

 36. EXISTING DRIVEWAY GRAVEL

 37. EXISTING DRIVEWAY SAND

 38. EXISTING DRIVEWAY SOIL

 39. EXISTING DRIVEWAY CURB

 40. EXISTING DRIVEWAY SIDEWALK

 41. EXISTING DRIVEWAY GRAVEL

 42. EXISTING DRIVEWAY SAND

 43. EXISTING DRIVEWAY SOIL

 44. EXISTING DRIVEWAY CURB

 45. EXISTING DRIVEWAY SIDEWALK

 46. EXISTING DRIVEWAY GRAVEL

 47. EXISTING DRIVEWAY SAND

 48. EXISTING DRIVEWAY SOIL

 49. EXISTING DRIVEWAY CURB

 50. EXISTING DRIVEWAY SIDEWALK

 51. EXISTING DRIVEWAY GRAVEL

 52. EXISTING DRIVEWAY SAND

 53. EXISTING DRIVEWAY SOIL

 54. EXISTING DRIVEWAY CURB

 55. EXISTING DRIVEWAY SIDEWALK

 56. EXISTING DRIVEWAY GRAVEL

 57. EXISTING DRIVEWAY SAND

 58. EXISTING DRIVEWAY SOIL

 59. EXISTING DRIVEWAY CURB

 60. EXISTING DRIVEWAY SIDEWALK

 61. EXISTING DRIVEWAY GRAVEL

 62. EXISTING DRIVEWAY SAND

 63. EXISTING DRIVEWAY SOIL

 64. EXISTING DRIVEWAY CURB

 65. EXISTING DRIVEWAY SIDEWALK

 66. EXISTING DRIVEWAY GRAVEL

 67. EXISTING DRIVEWAY SAND

 68. EXISTING DRIVEWAY SOIL

 69. EXISTING DRIVEWAY CURB

 70. EXISTING DRIVEWAY SIDEWALK

 71. EXISTING DRIVEWAY GRAVEL

 72. EXISTING DRIVEWAY SAND

 73. EXISTING DRIVEWAY SOIL

 74. EXISTING DRIVEWAY CURB

 75. EXISTING DRIVEWAY SIDEWALK

 76. EXISTING DRIVEWAY GRAVEL

 77. EXISTING DRIVEWAY SAND

 78. EXISTING DRIVEWAY SOIL

 79. EXISTING DRIVEWAY CURB

 80. EXISTING DRIVEWAY SIDEWALK

 81. EXISTING DRIVEWAY GRAVEL

 82. EXISTING DRIVEWAY SAND

 83. EXISTING DRIVEWAY SOIL

 84. EXISTING DRIVEWAY CURB

 85. EXISTING DRIVEWAY SIDEWALK

 86. EXISTING DRIVEWAY GRAVEL

 87. EXISTING DRIVEWAY SAND

 88. EXISTING DRIVEWAY SOIL

 89. EXISTING DRIVEWAY CURB

 90. EXISTING DRIVEWAY SIDEWALK

 91. EXISTING DRIVEWAY GRAVEL

 92. EXISTING DRIVEWAY SAND

 93. EXISTING DRIVEWAY SOIL

 94. EXISTING DRIVEWAY CURB

 95. EXISTING DRIVEWAY SIDEWALK

 96. EXISTING DRIVEWAY GRAVEL

 97. EXISTING DRIVEWAY SAND

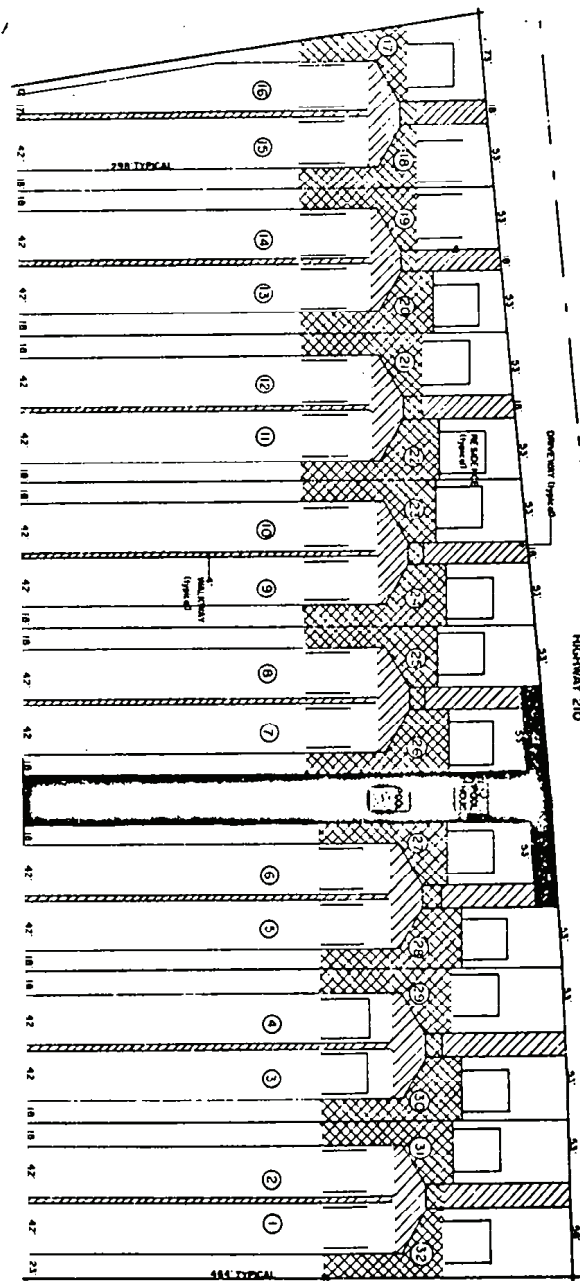
 98. EXISTING DRIVEWAY SOIL

 99. EXISTING DRIVEWAY CURB

 100. EXISTING DRIVEWAY SIDEWALK

OCEAN RIDGE VILLAGE I

ATLANTIC OCEAN

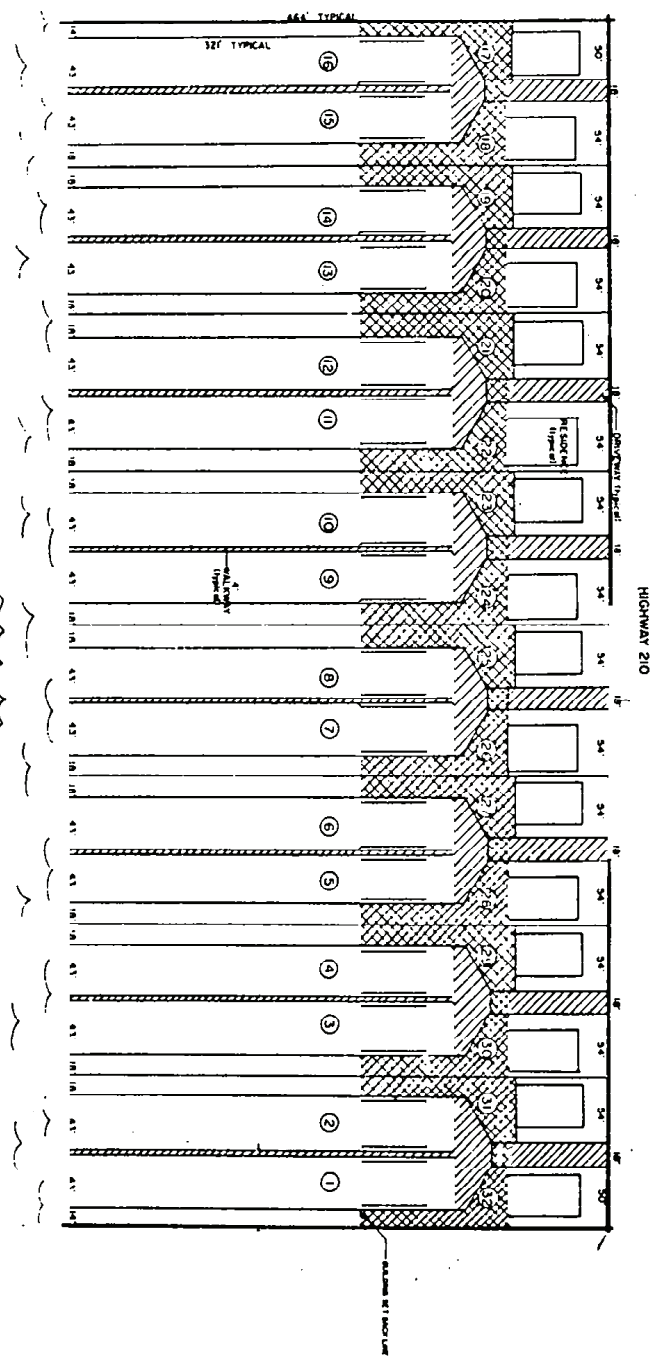


HIGHWAY 210



BOOK 969 PAGE 119

ASPHALT DRIVEWAYS
 DRIVEWAYS TO BE CONCRETE
 DRIVEWAYS TO BE ASPHALT
 DRIVEWAYS TO BE GRAVEL
 DRIVEWAYS TO BE GRAVEL WITH ASPHALT SURFACE
 DRIVEWAYS TO BE GRAVEL WITH ASPHALT SURFACE AND CURBS
 DRIVEWAYS TO BE GRAVEL WITH ASPHALT SURFACE AND CURBS AND SIDEWALKS
 DRIVEWAYS TO BE GRAVEL WITH ASPHALT SURFACE AND CURBS AND SIDEWALKS AND BENCHES
 DRIVEWAYS TO BE GRAVEL WITH ASPHALT SURFACE AND CURBS AND SIDEWALKS AND BENCHES AND LIGHTS
 DRIVEWAYS TO BE GRAVEL WITH ASPHALT SURFACE AND CURBS AND SIDEWALKS AND BENCHES AND LIGHTS AND FENCES
 DRIVEWAYS TO BE GRAVEL WITH ASPHALT SURFACE AND CURBS AND SIDEWALKS AND BENCHES AND LIGHTS AND FENCES AND TREES
 DRIVEWAYS TO BE GRAVEL WITH ASPHALT SURFACE AND CURBS AND SIDEWALKS AND BENCHES AND LIGHTS AND FENCES AND TREES AND LANDSCAPING
 DRIVEWAYS TO BE GRAVEL WITH ASPHALT SURFACE AND CURBS AND SIDEWALKS AND BENCHES AND LIGHTS AND FENCES AND TREES AND LANDSCAPING AND SIGNAGE
 DRIVEWAYS TO BE GRAVEL WITH ASPHALT SURFACE AND CURBS AND SIDEWALKS AND BENCHES AND LIGHTS AND FENCES AND TREES AND LANDSCAPING AND SIGNAGE AND UTILITIES
 DRIVEWAYS TO BE GRAVEL WITH ASPHALT SURFACE AND CURBS AND SIDEWALKS AND BENCHES AND LIGHTS AND FENCES AND TREES AND LANDSCAPING AND SIGNAGE AND UTILITIES AND OTHER FEATURES



OCEAN RIDGE VILLAGE III

PRO-DESIGN

NORTH

BOOK 969 PAGE 74

Prepared by: LANIER & FOUNTAIN, ESQS., 114 Old Bridge St., Jacksonville, NC 28540

NORTH CAROLINA

'90 JUL 24 AM 10 47

ONSLow COUNTY

AMENDMENT TO DECLARATION OF CONDITIONS, RESERVATIONS AND RESTRICTIONS OF OCEAN RIDGE VILLAGE I, II AND III

For Variance or Amendment, etc refer to bk 1165 pg. 645 2-24-94 MMT

THIS AMENDMENT to the Declaration of Conditions, Reservations and Restrictions of Ocean Ridge Village I, II and III (hereinafter collectively called the "Declaration(s)"), as recorded in the Office of the Register of Deeds of Onslow County in Book 853, Page 909 (as to Ocean Ridge Village I), Book 857, Page 542 (as to Ocean Ridge Village II), Book 919, Page 626 (as to Ocean Ridge Village III);

W I T N E S S E T H:

WHEREAS, the above-referenced Declarations were promulgated to insure development of the various phases of Ocean Ridge Village in an orderly manner for the benefit of all owners of property therein; and

WHEREAS, three separate homeowners associations were proposed in order to administer and enforce said Declarations; and

WHEREAS, the undersigned, representing not less than 90% of the owners of lots in each phase of Ocean Ridge Village, now desire to combine the various phases of Ocean Ridge Village and the homeowners associations relative to each phase, in order to serve the needs of the lot owners better and to administer and enforce the purposes of the Declarations more efficiently.

NOW, THEREFORE, in accordance with Article XVII of each of the aforesaid Declarations, the following Amendment is hereby promulgated:

1. Articles I through XX, inclusive, of each of the aforesaid Declarations are hereby deleted, and replaced in their entirety by the following Articles, which shall apply to and run with the land and shall be binding on all parties having or acquiring any right, title or interest in and to the property described as follows:

- a. Being all of lots 1 through 32 and all common areas as shown on that plat entitled "Ocean Ridge Village I", prepared by Cowan and Jones, P.A., recorded in Map Book 25, Page 214, Slide E-2, Onslow County Registry.
- b. Being all of lots 1 through 24 and all common areas as shown on that plat entitled "Ocean Ridge Village II", prepared by Cowan and Jones, P.A., recorded in Map Book 25, Page 41, Slide D-229, Onslow County Registry, (revised and superceded by a plat to be recorded in the Onslow County Registry).